

August 12, 2005

*By Hand Delivery*

Victoria J. Rutson  
Chief, Section of Environmental Analysis  
Surface Transportation Board  
1925 K Street N.W.  
Washington, D.C. 20423

RE: Roquette - Selection of Burns & McDonnell Engineering Company, Inc. as Independent  
Third-Party Consultant

Dear Mrs. Rutson:

As you are aware, the Surface Transportation Board's Section of Environmental Analysis ("SEA") recently approved Burns & McDonnell Engineering Company, Inc., ("B&M") under 49 C.F.R. § 1105.10(d), as the independent third-party consultant for purposes of assisting SEA conduct the necessary environmental review for the proposed rail line construction and operation project that Roquette plans to undertake at its processing facility in Keokuk, Iowa. B&M has recently executed a Disclosure Statement; and B&M and Roquette have recently signed a Memorandum of Understanding ("MOU"), which is being sent to you under separate cover. B&M and Roquette are requesting that SEA review and sign the MOU, which is intended to govern work in conducting the environmental review and preparing environmental documentation. However, before the MOU is signed, I wish to provide additional information to you about B&M's existing work for Roquette and the measures that it is implementing in order to maintain the integrity of the environmental review process, pursuant to 49 C.F.R. § 1105.10(d).

Since December of 2004, B&M has been engaged in work for Roquette on a cogeneration project, involving the development of a steam generation boiler at the Keokuk facility. B&M's work on the project is entirely separate and distinct from the work that it will undertake to assist SEA in conducting the necessary environmental review for the proposed rail line construction and operation project. In conducting the environmental review for the proposed rail line construction and operation, B&M will be working solely under SEA's direction, control and supervision.

Indeed, there will be no interaction between the B&M team performing the cogeneration work and the team assessing potential environmental impacts associated with the proposed rail line construction and operation. Accordingly, I believe that this situation does not present a conflict of interest. However, in order to preserve such separation officially and to comply with 40 C.F.R. § 1506.5(c) and Paragraph II.D.2 of the MOU, B&M has erected a formal firewall between the respective project teams. The firewall will ensure that there are no conversations, communications, or exchanges of information between the teams and thereby maintain the

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independence of the environmental work. For you review, I have enclosed a letter to me from Mr. Steve Thornhill, B&M's Project Manager for the environmental work, which describes the substance of the firewall.

I would appreciate your confirming in writing that the above-described protections and those set forth in Mr. Thornhill's letter meet SEA's approval. If you have any questions or concerns regarding this matter, then please do not hesitate to contact me.

Very truly yours,



Nicholas J. DiMichael

Enclosure

cc: Eric Tibbetts  
Steve Thornhill



August 11, 2005

Nicholas J. DiMichael  
Thompson Hine LLP  
1920 N Street, N.W.  
Suite 800  
Washington, D.C. 20036

Re: Burns & McDonnell Engineering Company, Inc.  
Creation of Firewall between Projects for Roquette

Dear Nick,

I am writing in regard to the development, implementation, and maintenance of a firewall between two groups within Burns & McDonnell Engineering Company, Inc. (Burns & McDonnell) that are performing work on Roquette projects. As described below, the firewall will isolate the two groups from one another, and prevent any conversations, communications, or sharing of information between them, regarding their respective work. Burns & McDonnell has developed the barrier in order to comply with 40 C.F.R. § 1506.5(c) and Paragraph II.D.2 of the Memorandum of Understanding between Burns & McDonnell, Roquette, and the Surface Transportation Board ("Board"), pursuant to which Burns & McDonnell shall assist the Board's Section of Environmental Analysis ("SEA") in the preparation of environmental documentation for purposes of Roquette's proposed rail line construction project at its facility located in Keokuk, IA. Burns & McDonnell will work under the sole direction, control, and supervision of SEA.

As you know, since December of 2004, Burns & McDonnell has been under contract to Roquette to provide services related to a non-transportation matter involving the design of a steam generation boiler for a cogeneration project that Roquette is presently investigating. The Burns & McDonnell division performing this work is entirely separate from the division that will be working under the direction of SEA to assess the environmental impacts of the proposed rail line construction project at the Keokuk facility. Additionally, the division working on the cogeneration project reports to a department within Roquette that is separate from the department that is handling the rail construction project. Accordingly, even without the formal implementation of a firewall, there is virtually no possibility that B&M's previously existing relationship with Roquette could interfere with its independence in working under the direction of SEA.

Even though there is no conflict of interest under the foregoing circumstances, Burns & McDonnell voluntarily offers to take measures to preclude such a conflict by isolating its staff on the environmental analysis of the proposed rail construction and operation project by establishing



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a firewall, as described below. The firewall shall be implemented immediately and maintained as long as necessary.

- Burns & McDonnell shall establish a firewall so that there will be no involvement of Burns & McDonnell's environmental review project staff ("E-Team") between or among Burns & McDonnell's cogeneration project staff ("C-Team").
- Burns & McDonnell shall identify the members of the E-Team and those persons shall not be allowed to work on the cogeneration project in any capacity, and shall have no conversations, communications, or exchanges of information of any kind about their work on environmental review with any member of the C-Team.
- Burns & McDonnell shall identify the members of the C-Team and those persons shall not be allowed to work on the environmental review project and shall have no conversations, communications, or exchanges of information of any kind about their work on the cogeneration project with any member of the E-Team.
- Each member of each team shall be required to sign a confidentiality agreement obligating him or her to abide by the rules of the firewall, as set forth above. The foregoing confidentiality agreement shall inform the signatory that noncompliance with the rules of the firewall shall result in disciplinary action, ranging from verbal warning to termination.
- The formal screen, as described above, shall terminate at the conclusion of the rail construction proceeding before the Board, including any appeals thereof, or at the conclusion of Burns & McDonnell's contract with Roquette to provide services related to the cogeneration project, whichever occurs first.

If you have any comments regarding the form and content of the firewall, then please contact me at your earliest convenience.

Sincerely,

Steve Thornhill  
Project Manager  
Environmental Studies and Permitting

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